

Solicitation 02176-10  
County Depository



Collin County

## Bid 02176-10 County Depository

Bid Number 02176-10  
 Bid Title County Depository

Bid Start Date In Held  
 Bid End Date Apr 1, 2010 2:00:00 PM CDT  
 Question & Answer End Date Mar 25, 2010 7:00:00 AM CDT

Bid Contact Sara Hoglund CPPB  
 Contract Administrator  
 Purchasing Department  
 972-548-4104  
 shoglund@co.collin.tx.us

Contract Duration One Time Purchase  
 Contract Renewal Not Applicable  
 Prices Good for 30 days

Standard Disclaimer \*\*\*Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).\*\*\*

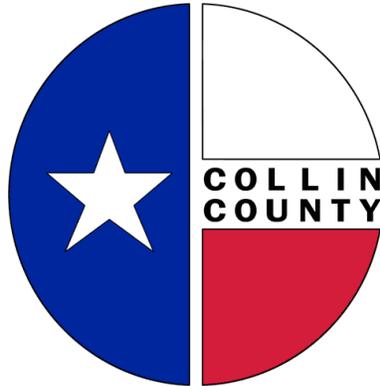
Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

### Item Response Form

Item 02176-10-1-01 - Upload Cost Proposal  
 Quantity 1 each  
 Prices are not requested for this item.  
 Delivery Location Collin County  
No Location Specified  
 Qty 1

Description  
 Upload Cost Proposal.



## COLLIN COUNTY, TEXAS

### REQUEST FOR PROPOSAL

#### SUBMIT PROPOSALS TO:

Office of the Purchasing Agent  
Collin County Administration  
Building  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

**\*\*NOTE:**

All correspondence must include suite number to assist in proper delivery.\*\*

#### SUBMIT NO LATER THAN:

2:00 P.M., Thursday, April 1, 2010

#### MARK ENVELOPE:

RFP No. 02176-10  
COUNTY DEPOSITORY

***ALL PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT BEFORE RECEIVING DATE AND TIME***

Public receipt of proposals is scheduled to be held in the Office of the Purchasing Agent, Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, Texas 75071.

If offeror does not wish to submit an offer at this time, please submit a "NO OFFER" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than one hundred and eighty (180) days after receiving date.

Collin County is always conscious and extremely appreciative of your time and effort in the preparing of this offer. Requests for information should be directed to:

Sara Hoglund, CPPB  
Contract Administrator  
Collin County Administration Building  
2300 Bloomdale, Suite 3160  
McKinney, Texas 75071  
E-Mail: shoglund@co.collin.tx.us  
Telephone: 972/548-4104 or;  
Dallas Metro: 972/424-1460 ext. 4104  
Facsimile: 972/548-4694



## **COLLIN COUNTY, TEXAS TERMS AND CONDITIONS**

### **1.0 GENERAL INSTRUCTIONS**

#### **1.0.1 Definitions**

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at [www.bidsync.com](http://www.bidsync.com), telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

**2.0 INSURANCE REQUIREMENTS**

2.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

2.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

2.1.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC).

2.1.2.1 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.1.2.12 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

2.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

2.1.4 Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

2.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

2.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

2.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

2.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- 2.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 2.3.4 All copies of Certificates of Insurance shall reference the project/contract number.
- 2.4 All insurance shall be purchased from an insurance company that meets the following requirements:
  - 2.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 2.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - 2.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 2.5.2 Sets forth the notice of cancellation or termination to Collin County

## 4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

- 4.1.1 Bank Background – 25%
- 4.1.2 Bank Services – 25%
- 4.1.3 References – 10%
- 4.1.4 Cost (includes interest rates and fees) – 40%

## 5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

### 5.1 General Information

Collin County, Texas is soliciting proposals for banking services from all banks with home offices or branch facilities within the boundaries of Collin County that are desiring to be designated the Depository for County funds.. Applications are to be filed with the County Judge not later than 2:00 P.M., Wednesday, April 1, 2010. The Depository law is covered by the Local Government Code (L.G.C.), Title 4, Chapter 116, et. sequences, Title 4, Chapter 117, et. sequences, and Title 10, Chapter 2256, et sequences. The applicant(s) selected as a Depository may also be the Depository for Trust Funds of the County and District Clerks as governed by L.G.C., Chapter 117, as well as Depository for all district, county, and precinct officials as provided by L.G.C., Chapters 113 and 116.

This Request for Proposal (RFP) covers general banking services, safekeeping services, merchant credit card services and purchasing cards.

The County reserves the right to select more than one depository. The County reserves the right to reject any or all applications and the right to request additional information and/or clarification of items submitted in the application.

This RFP does not include any investment management services.

The County encourages all eligible and qualified bank representatives to examine this RFP carefully. Qualified banks are requested to submit proposals to provide banking services as defined in this RFP. The County expects the selected bank to be a leader and an innovator in the development and execution of financial products and services, and expects these services to be of the highest quality. Refer to L.G.C. Chapter 116, et. sequences, for the definition of a bank as a qualified depository.

### 5.2 MINIMUM QUALIFICATIONS

This section lists the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be

provided in the accompanying response forms. For a proposal to this RFP to be considered and evaluated a bank must:

- W Be insured by the Federal Deposit Insurance Corporation (FDIC).
- W Be eligible to be a depository of County funds pursuant to State of Texas Local Government Chapter 116 – Depositories for County Public Funds, et. seq., as amended with a full service branch in or near McKinney, Texas. All responding banks must complete Exhibit A.
- W Be an on-line cash and securities member of the Federal Reserve.
- W Be able to provide 105% collateralization of all County deposits with collateral in compliance with the County Investment Policy.
- W Have the capacity of providing all “Required Services” internally. The County prefers that the responding bank provide services without the use of joint ventures, consortiums or contract service providers because of control issues. The County will determine the acceptability of any arrangements with the objective of the RFP being the “total solution.”
- W Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker’s professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

### 5.3 Terms of Contract

Terms of the contract commence upon award on or about May 1, 2010. The application is for the period from award date until April 30, 2012, with a two-year additional optional term, giving the County or the bank(s) selected as Depository the opportunity to negotiate adjustments to the original contract with the county. The County may choose to terminate the contract as of May 1, 2012 with a 90-day notice.

### 5.4 Proprietary Information

If a Bank desires that information in the application not be disclosed, the Bank is required to identify all proprietary information in the application at the same time it submits the application. If a Bank fails to identify proprietary information, the Bank agrees by the submission of its application that those sections shall be deemed non-proprietary and made available under the Open Records Act.

### 5.5 Other Application Requirements

Each application is to state the amount of paid-up capital stock and permanent surplus of the bank making the application, and there is to be furnished with the application a statement showing the financial condition of the bank at the date of the application.

Each application is to be accompanied by a Certified Check for \$1,220,058.43 payable to Collin County, conditioned that if the bank is accepted as a depository, it will file within the time prescribed by law, a pledge contract in the form and in the amount and manner required by law, accompanied by securities acceptable to Collin County. Such initial pledge contract will not exceed \$35,000,000.00, as the County will elect to exercise other

legally provided statutory investment options. The County does not anticipate having more than \$150,000,000 on deposit at any one time during the contract period. However, during peak collection periods, this contract will require additional pledges as required by law. In considering the applications, the County reserves the right to select the application(s) most advantageous to the County.

#### 5.6 Required Bank Qualifications

The following requirements must be met at all times by the Bank(s) in order to maintain the depository agreement in good standing:

1. Monthly statements for all accounts must be delivered to the County Treasury, by the seventh working day following the end of the month, including total receipts, disbursements and balances in printed numbers of each account, accompanied by the canceled checks and deposit slips for the period.
2. The Statement of Account Analysis must be received by the Auditor's Office by the 7th working day following the close of the month, by account and include a total recap of all accounts.
3. Statement of the Bank's financial condition must be forwarded to the Auditor of Collin County on a quarterly basis.
4. Designation of one (1) Bank Officer to handle all accounts and communication.
5. The Depository(ies) is/(are) required to keep each account designated by the County separate. The accounts and funds are subject to the examination of the County Auditor at any time.
6. The County provides its employees with the benefit of direct deposit of payroll. If in the course of direct deposit transfers, should such transfer fail to occur as the result of failure by the Depository to initiate said transfer, the Depository will reimburse individual employees for all cost incurred due to overdrafts and returned check charges assessed against them directly or against their individual checking account.

#### 5.7 Pledge Security Requirements

As required under L.G.C. Chapter 116.051, within fifteen (15) days after the selection of the Depository, the Bank(s) selected must qualify as a County Depository. Per L.G.C. Chapter 116.054, the Commissioner's Court has selected the form of securities pledge contract as the method of securing the funds of the County, with the exception that the County will not accept mortgage-backed securities. The pledge contract for securities is to be conditioned on the faithful performance of all the duties and obligations devolving by law on the Depository. The pledge contract must be approved by the Bank's Board of

Directors or a designated committee in compliance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1988, and continuously made an official record of the Depository.

The selected Depository(ies) shall provide the County with a copy of the appropriate document approving the contract. Such pledge contract must total the amount of the deposits to be identified by the County, which may be up to an initial maximum of \$35,000,000.00. The amounts of the securities to be pledged shall be based on fair value as of May 1, 2010 and shall be determined by a list of identifying numbers, including type, par value, fair value, and portion of fair value pledged in Collin County's name by security. Such list shall be furnished to and approved by the County Auditor prior to the signing of the Depository contract and this list will become part of said contract.

Whenever there shall accrue to the County, or any subdivision thereof, deposits in excess of the amount of securities pledged, the Depository is to immediately make additional pledges, approved in advance by the County Auditor, in amounts sufficient to cover the increased deposits. Correspondingly, when County funds shall be reduced below the amount of securities pledged, the Depository may, with the County Auditor's approval, withdraw securities in the amount of such excess fair value. The total fair value of pledged securities must exceed the total deposits of the County and all subdivisions thereof at all times. Pledged securities will be held by the Federal Reserve or other approved third-party in the name of Collin County, Texas.

#### 5.8 Other Bank Requirements

The Depository is to collect all checks, drafts and demands for money so deposited with it by the County and its officers. No funds or fees may be withdrawn from the County Depository except by properly drawn warrants which have been approved and signed by the appropriate authorities designated on the signature cards applicable to the situation. All accounts and signature cards must be approved by the County Auditor. All accounts must bear the Collin County Employer Identification Number (EIN) 75-6000873, Collin County Housing Finance Corporation E.I.N 52-1663993, or Collin County Healthcare Trust EIN 75-2027069 (except court created individual trust accounts).

The Depository hereby warrants that such other funds deposited by officials of Collin County will be secured as designated in the Depository Contract for County Funds and Trust Funds.

#### 5.9 Investments & Demand Deposits

The Commissioners' Court shall determine and designate through the investment officer, from time to time, the character and the amount of County Funds which will be deposited by it in the Depository that shall be "demand deposits", and similarly the character and amount of funds which shall be "time deposits." The County may contract with the Depository or other approved agency in regard to the payment of interest on investments at such a rate or rates as may be lawfully contracted and/or indicated on the application of

the Depository(s) selected. The term “demand deposits” and “time deposits” as used herein shall mean the same as set out in L.G.C., Chapter 116. The County does not anticipate certificates of deposit will be the primary method of investing. We do anticipate the capability to sweep the primary demand accounts on a daily, weekend, and holiday basis to invest in fully collateralized repurchase agreements. Collin County reserves the right to invest in any of the instruments listed in V.T.G.C., Title 10, Section 2256.001 through 2256.016 and L.G.C. Chapter 116.112 or any other investment instrument authorized by law, either through the designated Depository, through legally authorized dealers or brokers and/or directly with authorized agencies, including but not limited to TEXPOOL and TexSTAR investment pools authorized by V.T.G.C. Title 10, Section 2256.016 through 2256.019.

As of February 11, 2010, Collin County had total deposits and investments (unaudited) of approximately \$717,696,876.50. This amount includes an estimated \$188,770,399.17 in accounts maintained by the Tax Assessor-Collector. Not all of the Tax Assessor-Collector funds are the property of Collin County. We currently maintain 56 demand accounts, of which 35 are interest bearing, and multiple trust accounts invested as directed by court order. Attached for your reference is a list of the demand accounts as of February 11, 2010. Collin County reserves the right to open and maintain any number of accounts as may be needed during the contract period.

#### 5.10 Designating Depository(ies)

As soon as the contract(s) for pledged securities is given to and approved by the Commissioners' Court, an order will be entered upon the minutes of the Court by the County designating the successful applicant(s) as Depository(ies) for the funds of the County until ninety (90) days after the time fixed for the next selection of Depository, to wit: May 2010. Thereupon, the County and County Officials will place with said Depository(ies) within ninety (90) days all the funds belonging to the County, except as noted below, as well as all the funds belonging to any District not selecting its own Depository, and immediately upon receipt of any money thereafter will deposit it with the Depository(ies) to the credit of the County or District. The Assessor/Collector of Taxes will immediately deposit with the Depository(ies) designated by Commissioners' Court all taxes and other monies collected by that office. The County and District Clerks will deposit into the Depository(ies) all funds and fees collected for County and State Officials, except Trust Funds otherwise provided for.

Upon the qualifying of the Depository(ies), all securities pledged to the County are to be delivered to the Federal Reserve or other approved third party in the name of Collin County. The County Auditor prescribes appropriate records for the maintaining of the securities. The pledge of securities contract of the Depository(ies) is/are to cover all County, subdivisions of the County and Trust funds deposited.

#### 5.11 More Than One Depository May Be Selected

Should more than one Depository be selected, L.G.C., Chapter 116.115 will apply and the Commissioners' Court shall designate one of the depositories to act as a clearinghouse for all the others.

#### 5.12 Return of Certified Checks

When the selection of a Depository has been made, the certified check(s) of the applicant(s) whose application(s) is(are) accepted will be returned at the time the bank(s) selected as Depository(s) enter into and file(s) the pledge contract required and said pledge contract has been approved by the Commissioners' Court and tendered securities have been accepted by the County. The checks of applicants not selected will be immediately returned.

## 6.0 PROPOSAL FORMAT

The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS** (If providing hard copy). If submitting hard copies, submit one (1) original and four (4) copies.

### 6.1 General

The Depository(ies) will be designated according to the best interest of the County as determined by the Commissioners' Court. **All applications are to be plainly marked on the outside: "Application for County Depository", and signed, sealed, and delivered to the County Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071 no later than 2:00 P.M. Thursday, April 1, 2010, together with the Certified Check required by the forgoing specifications.**

Required Sections:

1. Cover letter.
2. Table of Contents
3. Firm background, principle officers, and statement of staff experience.
4. Scope of required services.
5. Proposed schedule of implementation.
6. References.
7. Additional data and other information.
8. Concluding remarks.
9. Cost application for each type of service
10. Attachments.

### 6.2 Cover Letter:

This section should include the name of the applicant bank, the address of the local offices or branch, and the contact individuals authorized to answer technical, pricing, and/or contract questions together with their telephone numbers and mailing address. The cover letter must also be signed by a person or persons authorized to bind the applicant.

### 6.3 Table of Contents:

The contents shall include an index of the application contents and attachments.

Bank Background, Principal Officers, and Statement of Staff Experience:

This section should state the full name and principal address of your firm. Indicate whether you operate independently as a bank or as a holding company affiliate. Include the state in which you are incorporated to operate and the date of incorporation.

Describe the organization of the staff team that will service the contract. Provide a list of the officers of the staff team, including name, title, and length of service with the bank. Remaining staff should be identified by name and title, additional qualifications and experience on similar projects may be included.

Finally, this section should describe the range of corporate services preformed by the office.

#### 6.4 Scope of Required Service

1. Bank Services – Clearly describe the scope of the required services to be provided as listed in Section IV. Include a discussion of your Bank’s approach to be used for compliance with the Request for Application.
2. Safekeeping Services – The County currently utilizes the Depository Bank for its safekeeping services. The County wishes to contract for services that provide the maximum amount of safety for physical securities, while utilizing innovative methods to optimize cash flow from investment securities. Please see Section V for services required.

#### 6.5 Proposed Schedule of Implementation

Comment on the bank’s ability to meet a ninety (90) day implementation date and present a schedule of when information is provided by the County should be available. Provide any recommended changes to the schedule that you think are required to enhance the timeliness and quality of the relationship.

#### 6.6 References

Indicate the Bank’s background in providing these services to governmental organizations. Provide a list of client references of comparable size using the Bank’s services, including client name, contact person, and phone number.

#### 6.7 Additional Data

Since data not specifically requested must not be included in the application sections, give any additional information considered essential to the application in this section. Alternative applications which you feel may benefit the County may also be advanced. If there is no additional information to present, so state.

#### 6.8 Concluding Remarks

This section shall contain any final remarks or elaboration the applicant believes is important to gain a clear understanding of the proposed services and/or the proposer’s capabilities.

#### 6.9 Cost Proposal:

Collin County contemplates that banking services may be paid either by compensating balances or by direct fee or by a combination of both on a monthly basis for services rendered.

The compensation proposal must be documented by completing the attached “Cost Proposal Form” and submitting it to the County with the Request for Proposal. It is intended that the “Cost Proposal Form” include all of the unit prices for services requested. All Volumes indicated are estimates. The contract award will not necessarily be awarded to the bank that provides the lowest cost proposal, but rather to the bank that submits the most responsive proposal meeting the County’s requirements. Failure to complete the “Cost Proposal form” shall disqualify the total proposal.

The applicant should include as a part of the total price the cost of any other services not itemized on the “Cost Proposal Form” which the bank feels must be included. The bank may also include the billing rate for special projects that may be entered into during the contract period, but are not a part of the total cost proposal. Volume discount prices may be indicated where appropriate. Also, please note at this time, that while average daily balances are being released on the “Cost Proposal Form”, they may not be indicative of future balances due to various economic fluctuations and investment strategies.

The County expects to earn interest on all accounts, unless specifically excluded from earning interest by the County; the County also expects to generate an earnings credit on all accounts taken in the aggregate, with the cost of bank services charged against the earnings credit. Both rates must be tied to the 4-week average 91-day Treasury Bill rate for variable rate bills. A bidder may provide both a fixed and a variable rate for consideration.

In addition, certain accounts maintained for elected officials must not be billed for service charges. Any such charges will be rolled into the “Pooled Cash” account and offset against the total account earnings credit for all accounts.

**COST PROPOSAL FORM**

**SECTION I: MAIN DEPOSITORY**

**I. INTEREST BEARING COMMERCIAL DEMAND ACCOUNTS**

Interest Rate:	<u>Fixed</u>	<u>%</u>	<u>Variable</u>	<u>%</u>
Minimum Investment Amount:	<u>\$</u>			
Base for determining variable interest rate:	<u></u>			
Applicable service charges:	<u></u>			

**II. REPURCHASE AGREEMENTS**

**III. LOANS**

Loans may be made to the county at the rate of \_\_\_\_% per annum to cover current operating expenses and will be repaid during the County's fiscal year during which the debt was incurred.

**IV. BANKING SERVICES REQUIRED**

A. Interest on time deposits will be compounded on maturity and at the Bank's rate at the time of investment. The selected Depository Bank will pay interest on Collin County time deposits on funds as outlined below. The Depository Bank may propose both a fixed rate and a variable rate using the following format.

**FIXED RATE:**

<u>TIME PERIOD</u>	<u>RATE OF INTEREST</u>
1 TO 6 DAYS	% _____
7 TO 13 DAYS	% _____
14 TO 29 DAYS	% _____
30 TO 59 DAYS	% _____
60 TO 89 DAYS	% _____
90 TO 179 DAYS	% _____

**VARIABLE RATE:**

17 TO 30 DAYS	4-week Avg. 91-Day Treasury Bill Plus _____	Basis Points
31 TO 60 DAYS	4-week Avg. 91-Day Treasury Bill Plus _____	Basis Points
61 TO 90 DAYS	4-week Avg. 91-Day Treasury Bill Plus _____	Basis Points
91 TO 180 DAYS	4-week Avg. 91-Day Treasury Bill Plus _____	Basis Points
181 TO 365 DAYS	4-week Avg. 91-Day Treasury Bill Plus _____	Basis Points

- B. All demand deposit overdrafts incurred in the normal course of business will be covered at no cost to the County as long as sufficient compensating balances exist in other County accounts.
- C. Encoded deposit slips for all demand deposits will be furnished to the County by the Bank at Banker's cost of \_\_\_\_\_/100 billed monthly, or \_\_\_\_\_ at no cost. (COMPLETE ONLY ONE).
- D. Service charges on all demand deposit accounts will be billed monthly at \_\_\_\_\_ per account or \_\_\_\_\_ will be waived. (COMPLETE ONLY ONE) (Please attach a schedule of charges.)
- E. Five (5) safe deposit boxes will be furnished to the County by the Bank at no cost.
- F. Night deposit service will be furnished to the County by the Bank.
- G. Cashier's checks, money order and all exchange will be furnished to the County by the Bank at no cost.
- H. Same day credit on all deposits.
- I. Consolidation of the County's accounts electronically each month. Electronic file is to be provided within seven (7) working days of the end of each month. If magnetic tape, the bank reconciliation layout and magnetic tape specifications will be as follows:

- 1. 1600 BPI

- 2. 9 TRACK
- 3. EBCDIC
- 4. IBM STANDARD LABEL TAPES
- 5. RECORD LENGTH = 31
- 6. BLOCKED RECORDS = 1550 RECORDS PER BLOCK

RECORD LAYOUT

CHECK NUMBER – NUMERIC      1 – 5

DATE    CLEARED    MMDDYY    -    6 - 11

NUMERIC

CHECK AMOUNT – NUMERIC      12 - 22

BANK    ACCOUNT    NUMBER    -    23 - 31

NUMERIC

Electronic file will be provided in the form of \_\_\_\_\_  
 at a cost of \$\_\_\_\_\_ per file or provided at no cost.

- J. Provide positive pay services at a cost of \$\_\_\_\_\_ or \_\_\_\_\_ will be waived (COMPLTE ONLY ONE AND ATTACH A SCHEDULE OF CHARGES IF REQUIRED.)
- K. Provide automated clearing house operations to allow the County to initiate electronic paperless entries through your financial institution and other financial institutions by means of A.C.H. This service will be provided at a cost of \_\_\_\_\_ or \_\_\_\_\_ will be waived (COMPLETE ONLY ONE AND ATTACH SCHEDULE OF CHARGES)
- L. Credit Card receipt processing:
  - Setup fees at \_\_\_\_\_ or waived \_\_\_\_\_
  - Equipment cost \_\_\_\_\_ or waived \_\_\_\_\_
  - Transaction cost \_\_\_\_\_ % of sales \_\_\_\_\_
- M. Wire transfers at a cost of \$\_\_\_\_\_ or waived \_\_\_\_\_
- N. Same day communication when wire transfers are made to County direct deposit account.
- O. Electronic access to check balances and status of issues checks?  
 \_\_\_\_\_Yes    \_\_\_\_\_No    \$\_\_\_\_\_ Cost or provided at no cost
- P. Electronic capabilities to issue stop payment?  
 \_\_\_\_\_Yes    \_\_\_\_\_No    \$\_\_\_\_\_ Cost or provided at no cost
- Q. Interest will be credited on a monthly basis.

- R. Items clearing at institutions located within the Dallas Federal Reserve region will be credited within one business day, as a minimum.
- S. Deposit discrepancies, should any occur, will be brought to the attention of the appropriate individual (see Attachment C) on the same day as the discrepancy is found via a telephone call or e-mail with a follow-up in writing for any debits/credits made to correct the error.
- T. Returned checks for deposit items to the account will not be returned by the Depository. Instead, the check will be presented for payment a second time. Collin County does not need a report of first time returned checks. If the check is returned a second time, the bank will notify the County by debiting the account and providing e-mail notification to the appropriate individual the same day as the debit is made to the account.
- U. The statement date will be the last day of the calendar month; the statement will be delivered no later than seven working days after the end of the calendar month. Such statements will include all items clearing the account. The statements should reflect the deposits in date order, the checks cleared in numerical order, and the miscellaneous debit/credit items (separate from deposits) in date order. It is also expected checks and miscellaneous debit/credit items will be returned with the statement in numerical order.
- V. The Depository will provide to the County within ten (10) working days after the end of each calendar month, an account analysis of each of the County's accounts activity, showing the number of the various types of transactions listed on the enclosed information sheet, and costs assigned to each. Any cost shown on the account analysis not specifically listed on the Cost Proposal Form will not be considered valid under this contract. Any cost not covered by the contract shall not be charged until an addendum to the contract is prepared and signed by both parties.
- W. If the County develops the need for additional accounts during the term of the agreement, those new accounts shall be provided with the same conditions as apply to existing accounts at the time.
- X. The bank must be an authorized depository for Federal payroll withholding tax remittances.
- Y. The County is not seeking portfolio management services in this application.

DEPOSITORY AND BANKING SERVICES  
COST PROPOSAL FORM

Description of Services	<u>12-month total</u>	<u>Price Per Unit</u>	<u>Extended Cost</u>
Earnings Allowance**		_____	_____
Wire Transfers:			
Incoming Wires	540	_____	_____
Outgoing Wires	11,790	_____	_____
Deposits:	21,462	_____	_____
Items Deposited	523,241	_____	_____
Checks:			
Posted/Cleared	78,579	_____	_____
Stop Payments Issued	201	_____	_____
ACH Batches	42	_____	_____
ACH Items	46,474		
Chargeback Re-clear	62		
Chargeback Items	801		

Average Daily Balance\*: \$75,195,624 Quarterly

Jan – Mar 2009	\$139,227,664
Apr – Jun 2009	\$68,003,356
Jul – Sep 2009	\$35,944,135
Oct – Dec 2009	\$57,607,342

Average Funds in Float: \$9,129,056

Jan – Mar 2009	\$17,506,948
Apr – Jun 2009	\$1,199,339
Jul – Sep 2009	\$1,003,718
Oct – Dec 2009	\$16,806,220

\*Average daily balances shown for the 12-month period are not necessarily indicative of future balances.

\*\*The County at February 11, 2010 maintained 56 demand accounts. There are 35 interest bearing accounts and 21 non-interest bearing accounts.

V. **INVESTMENT SERVICES REQUIRED:**

The County requests that the primary Depository act as a clearing and safekeeping agent for securities purchased and held by the County. The types of securities purchased are defined in the investment policy adopted annually by Commissioners' Court in compliance with Title 10, Chapter 2256, et sequences. Vernon's Texas Code Annotated. A copy of the current investment policy is provided as Attachment D. All security purchases are on a delivery versus payment basis. Investment settlement information will be provided by fax on date of purchase outlining the investment, settlement date, entity making the purchase, and account number to provide funding. Confirmation of settlement and notification of any settlement problems should be made to the County Auditor immediately. Written confirmation in the form of a safekeeping receipt is required within three working days of settlement. Interest payments due on securities in the portfolio must be posted on the due date along with the written credit advice provided within three working days. The County should be notified of any securities in its portfolio called prior to maturity. The Depository must provide a monthly portfolio report listing all securities held in safekeeping. The report must include the purchase cost, fair value percentage and extended fair value as of the monthly closing date. This service will be provided at a cost of \_\_\_\_\_ per transaction, a flat monthly fee of \_\_\_\_\_, a set annual fee of \_\_\_\_\_ or at no charge.

The County is also interested in establishing procedures for sweeping the primary demand accounts nightly, on weekends, and on holidays. This service will be/ cannot be provided. If provided, this service cost \_\_\_\_\_

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VI. **MISCELLANEOUS ITEMS:**

Please provide a check clearing availability schedule, and report samples such as account analysis statement, an account reconciliation statement,, a bank statement, a collateral report, a security safekeeping portfolio report, safekeeping receipt, wire transfer advice, ACH notification of change/return item advice, etc. Also, please provide copies of all service agreements the County would be expected to execute in addition to the depository contract.

VII. **EXCEPTIONS:**

Please identify and list individually all exceptions to the specifications and the contract.

**VIII. SIGNATURE**

If selected as a Depository, the undersigned will furnish the agreed to services to the extent that no law or regulation governing the bank or County is violated.

If selected as a Depository, the undersigned agrees to qualify as the County Depository within fifteen (15) days after the selection in accordance with the Local Government Code, Chapter 116.051 and to execute the appropriate contract conforming to the requirements of the Depository law.

The undersigned hereby states that the Collin County Investment Policy has been reviewed and hereby certifies and agrees to familiarize themselves with the County's investment objectives and constraints. A copy of the current Collin County Investment Policy is provided with this application form.

A CERTIFIED CHECK for \$1,220,058.43 payable to Collin County accompanies this bid and is tendered as per L.G.C., Chapter 116.023(b)(2).

Bank Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Officer authorized to receipt for return of certified check:

\_\_\_\_\_

---

**CERTIFIED CHECK RECEIPT:**

Received above check for \$\_\_\_\_\_

date: \_\_\_\_\_ by: \_\_\_\_\_

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**Attachment A**  
**ADDITIONAL INFORMATION**

The following concern all accounts combined:

1. The amount of cash (coin/currency) deposited each month is unknown; each department requests their own.
2. Deposits are brought to the bank in sealed bank bags by 2:00 PM each day, delivered by armored car.
3. The use of night depository is unknown.
4. Monthly bank activity may be provided by PC diskette and/or magnetic tape.
5. The need for rolls or coin and straps of currency for change orders varies by department.
6. Average number of checks written per month from pooled cash = 6,548 plus 3,873 payroll transfers for employee payroll amounts paid bi-weekly for 2009 (not necessarily indicative of future activity). Average number of checks written per month from the Juror account = 1,875. Pooled cash and Juror accounts are on positive pay.
7. Collin County requires the ability to view and print daily balances, transactions and statements, as well as viewing check copies (front and back), initiating stop payments and initiating wire transfers from a personal computer, using the internet and secure access.
8. At this time Collin County has no credit/loan needs.
9. Collin County seldom incurs ledger overdrafts.
10. The requirements for the McKinney offices differ from that of the Plano offices. The Plano depository accounts are used primarily as service accounts with balances transferred to the main depository daily. The Constable and Justice of the Peace accounts have very limited activity.
11. At this time Collin County does accept credit card and e-check payments. Services are currently provided by third-party vendors.

**ATTACHMENT B**

Date: 2/11/2010

**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
001-0000-101.01-03	CASH IN BANK	2010	25,955,126.53
001-0000-109.01-01	CASH EQUIVALENTS	2010	53,094,007.43
001-0000-109.01-04	CASH EQUIVALENTS	2010	30,158,408.39
001-0000-111.01-01	INVESTMENTS	2010	62,587,830.66
001-0000-111.01-02	INVESTMENTS	2010	15,276,815.47
001-0000-111.99-02	INVESTMENTS	2010	21,521,812.50
002-0000-101.01-03	CASH IN BANK	2010	65,515.08
002-0000-109.01-01	CASH EQUIVALENTS	2010	159,144.31
002-0000-109.01-04	CASH EQUIVALENTS	2010	99,566.36
002-0000-111.01-01	INVESTMENTS	2010	570,414.38
003-0000-101.01-03	CASH IN BANK	2010	2,756,040.13
005-0000-101.01-03	CASH IN BANK	2010	19,621.66
010-0000-101.01-03	CASH IN BANK	2010	1,842,229.83
010-0000-109.01-01	CASH EQUIVALENTS	2010	4,570,158.32
010-0000-109.01-04	CASH EQUIVALENTS	2010	3,574,152.94
010-0000-111.01-01	INVESTMENTS	2010	8,657,402.39
011-0000-101.01-03	CASH IN BANK	2010	2.74
011-0000-109.01-01	CASH EQUIVALENTS	2010	20,149.04
012-0000-101.01-03	CASH IN BANK	2010	65,211.84
012-0000-109.01-01	CASH EQUIVALENTS	2010	487,839.49
013-0000-101.01-03	CASH IN BANK	2010	(10,148.42)
013-0000-109.01-01	CASH EQUIVALENTS	2010	139,125.26
014-0000-101.01-03	CASH IN BANK	2010	519.15
015-0000-101.01-03	CASH IN BANK	2010	(7,587.46)
015-0000-109.01-01	CASH EQUIVALENTS	2010	108,269.54
017-0000-101.01-03	CASH IN BANK	2010	1,889.36
018-0000-101.01-03	CASH IN BANK	2010	316,669.30
018-0000-109.01-01	CASH EQUIVALENTS	2010	4,753,836.48
018-0000-109.01-04	CASH EQUIVALENTS	2010	388.75
018-0000-111.01-01	INVESTMENTS	2010	1,122,746.90
019-0000-101.01-03	CASH IN BANK	2010	23,179.95
019-0000-109.01-01	CASH EQUIVALENTS	2010	75.20
019-0000-109.01-04	CASH EQUIVALENTS	2010	2.29
020-0000-101.01-03	CASH IN BANK	2010	506,194.31
020-0000-101.02-02	CASH IN BANK	2010	(71,127.69)
020-0000-109.01-01	CASH EQUIVALENTS	2010	439,589.42
020-0000-109.01-04	CASH EQUIVALENTS	2010	190,040.79
021-0000-101.01-03	CASH IN BANK	2010	129,781.94
021-0000-109.01-01	CASH EQUIVALENTS	2010	392,204.35
021-0000-109.01-04	CASH EQUIVALENTS	2010	629,428.64
021-0000-111.01-01	INVESTMENTS	2010	566,555.22
022-0000-101.01-03	CASH IN BANK	2010	10,436.73
022-0000-109.01-01	CASH EQUIVALENTS	2010	255,316.31
022-0000-109.01-04	CASH EQUIVALENTS	2010	174,049.90
023-0000-101.01-03	CASH IN BANK	2010	10,414.23
024-0000-101.01-03	CASH IN BANK	2010	2,736.34
025-0000-101.01-03	CASH IN BANK	2010	131,835.44
025-0000-109.01-01	CASH EQUIVALENTS	2010	882,665.61
025-0000-109.01-04	CASH EQUIVALENTS	2010	1,305,581.79
026-0000-101.01-03	CASH IN BANK	2010	37,436.88

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
026-0000-109.01-01	CASH EQUIVALENTS	2010	241,521.18
026-0000-109.01-04	CASH EQUIVALENTS	2010	356,685.82
027-0000-101.01-03	CASH IN BANK	2010	27.04
028-0000-101.01-03	CASH IN BANK	2010	118,205.50
028-0000-109.01-04	CASH EQUIVALENTS	2010	512,159.80
029-0000-101.01-03	CASH IN BANK	2010	6,048.78
029-0000-109.01-01	CASH EQUIVALENTS	2010	382,367.79
029-0000-109.01-04	CASH EQUIVALENTS	2010	417,892.77
030-0000-101.01-03	CASH IN BANK	2010	(29,125.26)
030-0000-109.01-01	CASH EQUIVALENTS	2010	407.16
030-0000-109.01-04	CASH EQUIVALENTS	2010	498.68
031-0000-101.01-03	CASH IN BANK	2010	4,228.64
031-0000-109.01-01	CASH EQUIVALENTS	2010	25,889.46
032-0000-101.01-03	CASH IN BANK	2010	2,751.79
033-0000-101.01-03	CASH IN BANK	2010	1,815.93
033-0000-109.01-04	CASH EQUIVALENTS	2010	665,192.59
035-0000-101.01-03	CASH IN BANK	2010	13,061.14
036-0000-101.01-03	CASH IN BANK	2010	8,930.02
036-0000-109.01-01	CASH EQUIVALENTS	2010	90,104.56
037-0000-101.01-03	CASH IN BANK	2010	6,000.84
037-0000-109.01-01	CASH EQUIVALENTS	2010	135,650.52
037-0000-109.01-04	CASH EQUIVALENTS	2010	252,874.77
038-0000-101.01-03	CASH IN BANK	2010	38,154.58
038-0000-109.01-01	CASH EQUIVALENTS	2010	199,665.54
039-0000-101.01-03	CASH IN BANK	2010	25.50
039-0000-109.01-01	CASH EQUIVALENTS	2010	123,091.86
040-0000-101.01-03	CASH IN BANK	2010	96,937.32
040-0000-109.01-01	CASH EQUIVALENTS	2010	441,617.68
040-0000-109.01-04	CASH EQUIVALENTS	2010	830,651.13
040-0000-111.01-01	INVESTMENTS	2010	7,725,194.87
040-0000-111.99-02	INVESTMENTS	2010	4,465,308.95
041-0000-101.01-03	CASH IN BANK	2010	96,715.92
041-0000-109.01-01	CASH EQUIVALENTS	2010	148.95
042-0000-101.01-03	CASH IN BANK	2010	895.25
044-0000-101.01-03	CASH IN BANK	2010	1,090,077.63
045-0000-101.01-03	CASH IN BANK	2010	420,436.98
047-0000-101.01-03	CASH IN BANK	2010	54,174.53
049-0000-101.01-03	CASH IN BANK	2010	74,253.41
050-0000-101.01-03	CASH IN BANK	2010	29,355.05
051-0000-101.01-03	CASH IN BANK	2010	1,199,906.88
054-0000-101.01-03	CASH IN BANK	2010	26,271.85
055-0000-101.01-03	CASH IN BANK	2010	1,548.91
056-0000-101.01-03	CASH IN BANK	2010	6,413.91
101-0000-101.01-03	CASH IN BANK	2010	178,050.67
102-0000-101.01-03	CASH IN BANK	2010	(96,110.80)
103-0000-101.01-03	CASH IN BANK	2010	(156,128.13)
103-0000-109.01-04	CASH EQUIVALENTS	2010	1,612.52
104-0000-101.01-03	CASH IN BANK	2010	(17,819.39)
106-0000-101.01-03	CASH IN BANK	2010	1,373.77
108-0000-101.01-03	CASH IN BANK	2010	(324,547.19)

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
110-0000-101.01-03	CASH IN BANK	2010	50.01
112-0000-101.01-03	CASH IN BANK	2010	(90,111.60)
113-0000-101.01-03	CASH IN BANK	2010	902.11
114-0000-101.01-03	CASH IN BANK	2010	43,636.81
115-0000-101.01-03	CASH IN BANK	2010	219,307.89
116-0000-101.01-03	CASH IN BANK	2010	(144,962.07)
161-0000-101.01-03	CASH IN BANK	2010	58,334.94
180-0000-101.01-03	CASH IN BANK	2010	47,403.21
181-0000-101.01-03	CASH IN BANK	2010	60,413.26
198-0000-101.01-03	CASH IN BANK	2010	31,934.28
198-0000-109.01-04	CASH EQUIVALENTS	2010	113,202.70
199-0000-101.01-03	CASH IN BANK	2010	31,524.60
203-0000-101.01-03	CASH IN BANK	2010	19,563.89
203-0000-109.01-01	CASH EQUIVALENTS	2010	441,514.12
204-0000-101.01-03	CASH IN BANK	2010	45,046.22
204-0000-109.01-01	CASH EQUIVALENTS	2010	210,952.17
205-0000-101.01-03	CASH IN BANK	2010	270,812.92
205-0000-109.01-01	CASH EQUIVALENTS	2010	1,264,788.28
206-0000-101.01-03	CASH IN BANK	2010	194,493.40
206-0000-109.01-01	CASH EQUIVALENTS	2010	882,957.42
207-0000-101.01-03	CASH IN BANK	2010	914,447.66
207-0000-109.01-01	CASH EQUIVALENTS	2010	4,287,162.52
208-0000-101.01-03	CASH IN BANK	2010	391,126.46
208-0000-109.01-01	CASH EQUIVALENTS	2010	2,245,460.11
211-0000-101.01-03	CASH IN BANK	2010	30,575.20
211-0000-109.01-01	CASH EQUIVALENTS	2010	135,419.57
212-0000-101.01-03	CASH IN BANK	2010	236,007.72
212-0000-109.01-01	CASH EQUIVALENTS	2010	1,332,485.51
214-0000-101.01-03	CASH IN BANK	2010	389,471.81
214-0000-109.01-01	CASH EQUIVALENTS	2010	1,693,793.88
215-0000-101.01-03	CASH IN BANK	2010	39,496.04
215-0000-109.01-01	CASH EQUIVALENTS	2010	120,366.13
223-0000-101.01-03	CASH IN BANK	2010	207,416.21
223-0000-109.01-01	CASH EQUIVALENTS	2010	1,174,532.66
224-0000-101.01-03	CASH IN BANK	2010	142,702.84
224-0000-109.01-01	CASH EQUIVALENTS	2010	638,187.90
225-0000-101.01-03	CASH IN BANK	2010	818,612.12
225-0000-109.01-01	CASH EQUIVALENTS	2010	3,701,610.62
226-0000-101.01-03	CASH IN BANK	2010	449,203.66
226-0000-109.01-01	CASH EQUIVALENTS	2010	2,714,624.75
227-0000-101.01-03	CASH IN BANK	2010	189,144.99
227-0000-109.01-01	CASH EQUIVALENTS	2010	1,099,886.58
230-0000-101.01-03	CASH IN BANK	2010	728,407.10
230-0000-109.01-01	CASH EQUIVALENTS	2010	3,813,968.78
231-0000-101.01-03	CASH IN BANK	2010	517,278.05
231-0000-109.01-01	CASH EQUIVALENTS	2010	2,458,960.27
233-0000-101.01-03	CASH IN BANK	2010	2,647,634.17
233-0000-109.01-01	CASH EQUIVALENTS	2010	88,659.51
234-0000-101.01-03	CASH IN BANK	2010	165,875.89
234-0000-109.01-01	CASH EQUIVALENTS	2010	1,178.88

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
242-0000-101.01-03	CASH IN BANK	2010	246,064.43
242-0000-109.01-01	CASH EQUIVALENTS	2010	1,654,046.74
243-0000-101.01-03	CASH IN BANK	2010	389,119.03
243-0000-109.01-01	CASH EQUIVALENTS	2010	2,291,097.60
305-0000-101.01-03	CASH IN BANK	2010	231,485.11
305-0000-109.01-01	CASH EQUIVALENTS	2010	1,101,952.55
402-0000-101.01-03	CASH IN BANK	2010	7,420.68
402-0000-109.01-01	CASH EQUIVALENTS	2010	605,958.49
403-0000-101.01-03	CASH IN BANK	2010	438.96
403-0000-109.01-01	CASH EQUIVALENTS	2010	87,148.55
404-0000-101.01-03	CASH IN BANK	2010	25,934.85
404-0000-109.01-01	CASH EQUIVALENTS	2010	779,403.07
404-0000-111.01-01	INVESTMENTS	2010	508,397.70
405-0000-101.01-03	CASH IN BANK	2010	22,856.30
405-0000-109.01-01	CASH EQUIVALENTS	2010	781,974.11
405-0000-111.01-01	INVESTMENTS	2010	989,216.90
406-0000-101.01-03	CASH IN BANK	2010	98,350.87
406-0000-109.01-01	CASH EQUIVALENTS	2010	579,190.42
407-0000-101.01-03	CASH IN BANK	2010	21,100.90
407-0000-109.01-01	CASH EQUIVALENTS	2010	1,693,736.48
408-0000-101.01-03	CASH IN BANK	2010	(295,882.80)
408-0000-109.01-01	CASH EQUIVALENTS	2010	2,169,838.46
411-0000-101.01-03	CASH IN BANK	2010	614,666.70
411-0000-109.01-01	CASH EQUIVALENTS	2010	599,885.85
412-0000-101.01-03	CASH IN BANK	2010	70,071.26
412-0000-109.01-01	CASH EQUIVALENTS	2010	975,890.80
413-0000-101.01-03	CASH IN BANK	2010	1,631,831.51
414-0000-101.01-03	CASH IN BANK	2010	8,000.00
414-0000-109.01-01	CASH EQUIVALENTS	2010	18,301,941.67
415-0000-101.01-03	CASH IN BANK	2010	5,291.73
415-0000-109.01-01	CASH EQUIVALENTS	2010	9,791,368.17
421-0000-101.01-03	CASH IN BANK	2010	64,290.37
421-0000-109.01-01	CASH EQUIVALENTS	2010	1,938,055.26
421-0000-111.01-01	INVESTMENTS	2010	848,290.52
422-0000-101.01-03	CASH IN BANK	2010	6,305.60
422-0000-109.01-01	CASH EQUIVALENTS	2010	1,108,501.71
422-0000-111.01-01	INVESTMENTS	2010	254,298.37
423-0000-101.01-03	CASH IN BANK	2010	1,773.48
423-0000-109.01-01	CASH EQUIVALENTS	2010	11,822.12
423-0000-111.01-01	INVESTMENTS	2010	3,326,426.87
425-0000-101.01-03	CASH IN BANK	2010	36,290.30
425-0000-109.01-01	CASH EQUIVALENTS	2010	2,185,896.12
425-0000-109.01-04	CASH EQUIVALENTS	2010	2,131,045.12
425-0000-111.01-01	INVESTMENTS	2010	5,576,692.08
426-0000-101.01-03	CASH IN BANK	2010	515,929.57
426-0000-109.01-01	CASH EQUIVALENTS	2010	4,620,521.40
426-0000-111.01-01	INVESTMENTS	2010	11,731.82
427-0000-101.01-03	CASH IN BANK	2010	(545,005.64)
427-0000-109.01-01	CASH EQUIVALENTS	2010	3,003,588.12
427-0000-111.01-01	INVESTMENTS	2010	6,444,213.45

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
428-0000-101.01-03	CASH IN BANK	2010	27,626.22
428-0000-109.01-01	CASH EQUIVALENTS	2010	1,329,751.72
428-0000-111.01-01	INVESTMENTS	2010	254,298.37
430-0000-101.01-03	CASH IN BANK	2010	(3,375,977.06)
430-0000-109.01-01	CASH EQUIVALENTS	2010	24,470,551.41
431-0000-101.01-03	CASH IN BANK	2010	39,478.70
431-0000-109.01-01	CASH EQUIVALENTS	2010	9,230,317.47
431-0000-111.01-01	INVESTMENTS	2010	508,597.04
432-0000-101.01-03	CASH IN BANK	2010	(370,102.48)
432-0000-109.01-01	CASH EQUIVALENTS	2010	6,882,724.33
432-0000-111.01-01	INVESTMENTS	2010	10,848,148.66
433-0000-101.01-03	CASH IN BANK	2010	5,500.00
433-0000-109.01-01	CASH EQUIVALENTS	2010	10,198,434.17
434-0000-101.01-03	CASH IN BANK	2010	4,410.00
434-0000-109.01-01	CASH EQUIVALENTS	2010	5,637,423.53
441-0000-101.01-03	CASH IN BANK	2010	24,500.28
441-0000-109.01-01	CASH EQUIVALENTS	2010	837,928.03
441-0000-111.01-01	INVESTMENTS	2010	340,331.37
442-0000-101.01-03	CASH IN BANK	2010	4,762.66
442-0000-109.01-01	CASH EQUIVALENTS	2010	2,344,496.13
442-0000-111.01-01	INVESTMENTS	2010	4,295,639.81
443-0000-101.01-03	CASH IN BANK	2010	44,336.73
443-0000-109.01-01	CASH EQUIVALENTS	2010	4,695,599.41
443-0000-111.01-01	INVESTMENTS	2010	4,365,235.85
445-0000-101.01-03	CASH IN BANK	2010	40,477.97
445-0000-109.01-01	CASH EQUIVALENTS	2010	453,170.29
446-0000-101.01-03	CASH IN BANK	2010	19,169.44
446-0000-109.01-01	CASH EQUIVALENTS	2010	165,646.18
499-0000-101.01-03	CASH IN BANK	2010	358,029.34
499-0000-109.01-01	CASH EQUIVALENTS	2010	21,941,187.58
499-0000-111.01-01	INVESTMENTS	2010	5,666,907.40
501-0000-101.01-03	CASH IN BANK	2010	427.41
501-0000-109.01-01	CASH EQUIVALENTS	2010	181,100.90
501-0000-109.01-04	CASH EQUIVALENTS	2010	824,190.29
502-0000-101.01-03	CASH IN BANK	2010	111,464.31
502-0000-103.01-01	CASH IN ESCROW ACC	2010	4,609.42
502-0000-103.01-02	CASH IN ESCROW ACC	2010	24,999.80
502-0000-109.01-01	CASH EQUIVALENTS	2010	160,260.53
502-0000-109.01-04	CASH EQUIVALENTS	2010	568,927.58
503-0000-101.01-03	CASH IN BANK	2010	44,412.60
503-0000-103.02-01	CASH IN ESCROW ACC	2010	10,000.00
503-0000-109.01-01	CASH EQUIVALENTS	2010	14,942.15
503-0000-109.01-04	CASH EQUIVALENTS	2010	140,032.73
504-0000-101.01-03	CASH IN BANK	2010	1,418.50
504-0000-109.01-04	CASH EQUIVALENTS	2010	447,100.52
505-0000-101.01-03	CASH IN BANK	2010	284,217.71
505-0000-103.03-01	CASH IN ESCROW ACC	2010	264,000.00
505-0000-103.03-04	CASH IN ESCROW ACC	2010	37,636.90
505-0000-103.03-05	CASH IN ESCROW ACC	2010	15,000.00
505-0000-103.03-06	CASH IN ESCROW ACC	2010	1,175.11

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
505-0000-109.01-01	CASH EQUIVALENTS	2010	763,282.13
505-0000-109.01-04	CASH EQUIVALENTS	2010	3,045.07
505-0000-111.01-01	INVESTMENTS	2010	4,559,731.72
506-0000-101.01-03	CASH IN BANK	2010	50,828.90
507-0000-101.01-03	CASH IN BANK	2010	13,794.19
507-0000-109.01-04	CASH EQUIVALENTS	2010	235,189.08
599-0000-101.01-03	CASH IN BANK	2010	3,118,777.07
640-0000-101.01-03	CASH IN BANK	2010	49,398.67
650-0000-101.01-03	CASH IN BANK	2010	340,022.92
650-0000-109.01-01	CASH EQUIVALENTS	2010	1,374,756.83
650-0000-109.01-04	CASH EQUIVALENTS	2010	1,948,151.62
651-0000-101.01-03	CASH IN BANK	2010	3,608.41
652-0000-101.01-03	CASH IN BANK	2010	(42,866.93)
653-0000-101.01-03	CASH IN BANK	2010	307,470.79
655-0000-101.01-03	CASH IN BANK	2010	(27,678.94)
656-0000-101.01-03	CASH IN BANK	2010	(3,322.01)
657-0000-101.01-03	CASH IN BANK	2010	6,940.00
658-0000-101.01-03	CASH IN BANK	2010	(27,474.86)
698-0000-101.01-03	CASH IN BANK	2010	(1,373.42)
699-0000-101.01-03	CASH IN BANK	2010	2,894,000.00
701-0000-101.01-03	CASH IN BANK	2010	76,904.89
701-0000-109.01-01	CASH EQUIVALENTS	2010	195,057.19
702-0000-101.01-03	CASH IN BANK	2010	108,661.65
702-0000-109.01-01	CASH EQUIVALENTS	2010	200,216.33
702-0000-109.01-04	CASH EQUIVALENTS	2010	123,490.26
703-0000-101.01-03	CASH IN BANK	2010	54,750.00
704-0000-101.01-03	CASH IN BANK	2010	2.64
730-0000-101.21-01	CASH IN BANK	2010	(66,762.49)
730-0000-101.21-02	CASH IN BANK	2010	1,936,986.77
730-0000-101.21-04	CASH IN BANK	2010	(6,189.26)
730-0000-101.21-07	CASH IN BANK	2010	(121,170.62)
730-0000-101.21-08	CASH IN BANK	2010	1,248.30
730-0000-101.21-09	CASH IN BANK	2010	(19,095.68)
731-0000-101.21-05	CASH IN BANK	2010	4,634,381.02
731-0000-111.99-01	INVESTMENTS	2010	6,794,881.87
732-0000-101.24-01	CASH IN BANK	2010	4,591.33
733-0000-101.22-02	CASH IN BANK	2010	6,723.61
734-0000-101.22-03	CASH IN BANK	2010	1,041,847.37
735-0000-101.20-02	CASH IN BANK	2010	(134,404.19)
735-0000-101.20-03	CASH IN BANK	2010	801,690.00
735-0000-101.20-05	CASH IN BANK	2010	62,093.20
735-0000-101.20-08	CASH IN BANK	2010	(28,652.70)
736-0000-101.20-06	CASH IN BANK	2010	1,860,399.98
736-0000-111.99-02	INVESTMENTS	2010	2,281,596.82
737-0000-101.22-04	CASH IN BANK	2010	61,301.79
738-0000-101.25-01	CASH IN BANK	2010	17,871.23
738-0000-101.25-03	CASH IN BANK	2010	92,503.25
741-0000-101.41-01	CASH IN BANK	2010	34,378.59
742-0000-101.42-01	CASH IN BANK	2010	1,110.00
743-0000-101.43-01	CASH IN BANK	2010	16,803.25

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**Collin County Cash and Investment Balances at 2-11-2010**

Account Number	Sub Activity	Fiscal Year	Posted Account Balance
744-0000-101.44-01	CASH IN BANK	2010	12,174.92
745-0000-101.31-01	CASH IN BANK	2010	3,917.50
745-0000-101.31-02	CASH IN BANK	2010	4,939.45
746-0000-101.32-02	CASH IN BANK	2010	11,083.00
747-0000-101.33-01	CASH IN BANK	2010	(576.27)
747-0000-101.33-02	CASH IN BANK	2010	7,506.26
748-0000-101.34-01	CASH IN BANK	2010	216.99
748-0000-101.34-02	CASH IN BANK	2010	29,546.00
749-0000-101.35-01	CASH IN BANK	2010	7.31
749-0000-101.35-02	CASH IN BANK	2010	152,224.70
750-0000-101.30-01	CASH IN BANK	2010	178,059,481.05
750-0000-101.30-02	CASH IN BANK	2010	2,696,397.79
750-0000-101.30-03	CASH IN BANK	2010	53,874.10
750-0000-109.01-99	CASH EQUIVALENTS	2010	7,960,646.23
780-0000-101.26-01	CASH IN BANK	2010	15,104.97
780-0000-101.26-02	CASH IN BANK	2010	131,443.78
781-0000-101.23-20	CASH IN BANK	2010	592,538.55
781-0000-101.23-21	CASH IN BANK	2010	9,926.00
781-0000-101.23-22	CASH IN BANK	2010	586.66
781-0000-101.23-23	CASH IN BANK	2010	20,461.45
781-0000-101.23-24	CASH IN BANK	2010	63,411.86
			717,696,876.50
750-0000-101.30-01	CASH IN BANK	2010	178,059,481.05
750-0000-101.30-02	CASH IN BANK	2010	2,696,397.79
750-0000-101.30-03	CASH IN BANK	2010	53,874.10
750-0000-109.01-99	CASH EQUIVALENTS	2010	7,960,646.23
			188,770,399.17
			528,926,477.33

## Attachment C

**COLLIN COUNTY ACCOUNTS****ACCOUNTS ON ACCOUNT ANALYSIS****INTEREST BEARING NON-INT BEARING**

700019904 COMMUNITY SUPERVISION AND CORRECTIONS FACILITIES FUND 781	YES	-
700019920 COMMUNITY SUPERVISION AND CORRECTIONS UNCLAIMED RESTITUTION GENERAL FD 781	YES	-
700019938 COMMUNITY SUPERVISION AND CORRECTIONS UNIDENTIFIED MONIES FUND 781	YES	-
700019961 CONSTABLE PRECINCT 4 FUND 744	YES	-
700020027 CRIME PREVENTION GRANT 03 LLEBG FUND 106	YES	-
700020035 DIRECT DEPOSIT CLEARING FUND 698	-	YES
700020043 JOHN R ROACH DISTRICT ATTORNEY HOT CHECK FUND 738	-	YES
700020050 JOHN R ROACH DISTRICT ATTORNEY SEIZED FUNDS 704	YES	-
700020068 DISTRICT CLERK ATTORNEY TAX FUND 735	-	YES
700020076 DISTRICT CLERK CASH BOND FUND 735	-	YES
700020084 DISTRICT CLERK CHILD SUPPORT FUND 735	-	YES
700020092 DISTRICT CLERK CRIMINAL COURT COST FUND 735	YES	-
700020100 DISTRICT CLERK FEE ACCOUNT FUND 735	YES	-
700020118 DISTRICT CLERK COURT REGISTRY FUND 736	-	YES
700020126 SHERIFF JAIL CASE COORDINATER FUND 733	YES	-
700020134 SHERIFF JAIL COMMISSARY FUND 734	YES	-
700020175 JURY FUND 20	YES	-
700020191 TAX ASSESSOR COLLECTOR HIGHWAY FUND 750	-	YES
700020209 TAX ASSESSOR COLLECTOR WINE AND BEER FUND 750	YES	-
700020217 JUSTICE OF THE PEACE PRECINCT 1 ESCROW FUND 745	-	YES
700020225 JUSTICE OF THE PEACE PRECINCT 1 GENERAL FUND 745	YES	-
700020233 JUSTICE OF THE PEACE PRECINCT 3 ESCROW FUND 747	-	YES
700020258 JUSTICE OF THE PEACE PRECINCT 3 2 ESCROW FUND 748	-	YES
700020266 JUSTICE OF THE PEACE PRECINCT 3 2 GENERAL FUND 748	YES	-
700020274 JUSTICE OF THE PEACE PRECINCT 4 ESCROW FUND 749	-	YES
700020282 JUSTICE OF THE PEACE PRECINCT 4 GENERAL FUND 749	YES	-
700020290 COUNTY SHERIFF INMATE TRUST FY2006 FUND 737	-	YES
700020308 COUNTY SHERIFF GENERAL FUND 740	YES	-
700020399 COUNTY ESCROW CITY OF ANNA COUNTY ROAD PARTICIPATION	-	YES
700020407 COUNTY ESCROW TOWN OF PROSPER COUNTY ROAD PARTICIPATION	-	YES
700020761 COURT REGISTRY FUND 731	-	YES
700020779 CRIMINAL FEE FUND 730	YES	-
700020787 FEE ACCOUNT FUND 730	YES	-
700021405 CIVIL CASH BOND FUND 730	-	YES
700022064 COUNTY CLERK LAND VITAL FUND 730	YES	-
700022452 JOHN R ROACH DISTRICT ATTORNEY ODYSSEY HOT CHECK FUND 738	-	YES

## Attachment C

700022494 CONSTABLE PRECINCT 1 FUND 741	YES	-
700023096 COUNTY SHERIFF INMATE TRUST FY2009 FUND 737	-	YES
700023112 COLLIN COUNTY CREDIT CARD ACCOUNT FUND 001	-	YES
700023369 COLLIN COUNTY TOLL ROAD AUTHORITY FUND 599	YES	-

**40 ACCOUNTS ON ACCOUNT ANALYSIS****ACCOUNTS NOT ON ACCOUNT ANALYSIS**

700019912 COMMUNITY SUPERVISON AND CORRECTIONS GENERAL FUND 781	YES	-
700020159 JUVENILE PROBATION RESTITUTION FUND 732	-	YES
700020167 POOLED CASH GENERAL ACCOUNT FUND 991	YES	-
700020183 TAX ASSESSOR COLLECTOR GENERAL FUND 750	YES	-
700020241 JUSTICE OF THE PEACE PRECINCT 3 1 GENERAL FUND 747	YES	-
700020753 CRIMINAL CASH BOND FUND 730	-	YES
700020936 UHC RETIREE INSURANCE PLAN FUND 505	YES	-
700021421 2007 JUSTICE ASSISTANCE GRANT FUND 110	YES	-
700021538 COMMUNITY SUPERVISON AND CORRECTIONS GENERAL FUND -CREDIT CARD PAYMENTS	YES	-
700021843 COUNTY CLERK-CIVIL FEE FUND 730	YES	-
700021967 COUNTY CLERK-UNIDENTIFIED MONIES FUND 730	YES	-
700022536 2008 JUSTICE ASSISTANCE GRANT FUND 113	YES	-
700022627 CONSTABLE PRECINCT 3 FUND 743	YES	-
700023153 UHC LTD/STD INSURANCE CLAIM FUND 505	YES	-
700023823 2009 JUSTICE ASSISTANCE GRANT FUND 114	YES	-
700023997 2009 JUSTICE ASSISTANCE GRANT-RECOVERY FUND 115	YES	-

**16 ACCOUNTS NOT ON ACCOUNT ANALYSIS****35 INT BEARING ACCTS 21 NON INT BEARING****COLLIN COUNTY HAS 56 OPEN ACCOUNTS**

**ATTACHMENT D**

## Department Contacts:

- a. Justice of the Peace – Precinct 1  
Shannon Robertson – 972/548-4128
- b. Justice of the Peace – Precinct 2  
Darla Boone – 972/548-4480
- c. Justice of the Peace - Precinct 3-1  
Misty Beaty – 972/881/3008
- d. Justice of the Peace – Precinct 3-2  
Velda Williams – 972/881-3011
- e. Justice of the Peace – Precinct 4  
Betty Wolff – 972/548-7303
- f. Constable – Precinct 1  
Pam Reynolds – 972/548-4419
- g. Constable – Precinct 2  
Sharon Coleman – 972/548-4480
- h. Constable - Precinct 3  
Jeannie Greenway – 972/548-3070
- i. Constable – Precinct 4  
Tiffany Eaves – 972/548-7325
- j. Community Supervision & Corrections  
Gloria Bailey – 972/548-4239
- k. District Attorney  
Rhonda Watkins – 972/548-4324
- l. Jail Case Coordinator  
Belinda Williamson – 972/548-5265
- m. Jail Commissary  
Sharon Adams – 972/548-5211
- n. Juvenile Probation  
Vicki McCormack – 972/548-4222
- o. Sheriff  
Shirley Cook – 972/548-5152
- p. Inmate Trust  
Becky Seals – 972/548-5253
- q. District Clerk  
Kristy Duty – 972/548-4367
- r. County Clerk

Deborah Brannon – 972/548-4135

- s. County Treasury Accounts  
Pam Dugger – 972/548-4202
- t. Tax Assessor Collector  
Roy Hale – 972/548-5035

## Attachment E

COLLIN COUNTY  
Investment Policy  
Fiscal Year 2010

## I. Investment Authority and Scope of Policy

Introduction

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by order annually according to Section 2256.005(e).

Scope

This policy applies to all financial assets of all funds of the County of Collin, Texas, the Collin County Housing Finance Corporation, and the Board of Trustees of the Collin County Health Care Foundation, unless expressly prohibited by law or unless it is in contravention of any depository contract between Collin County, Texas and any depository bank.

This policy established guidelines for: 1) who can invest County funds, 2) how County funds will be invested, and 3) when and how periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable state and federal law.

All investments made with County funds that become unacceptable under Chapter 2256 guidelines shall be held or liquidated as determined by the Investment Committee to be in the best interest of the financial well being of the County. (See Attachment A - List of Funds by Fund Type) Section 2256.017, Government Code

Investment Strategies: In accordance with the Public Funds Investment Act, Section 2256.005(d) (1-6), Government Code, a separate written investment strategy has been developed for each of the funds under Collin County's control. Each investment strategy describes the investment objectives for the particular fund using the following priorities of importance:

1. investment suitability;
2. preservation and safety of principle;
3. liquidity;
4. marketability of the investment if the need arises to liquidate the investment before maturity;
5. diversification of the investment portfolio and
6. yield.

## II. Investment Objectives

General Statement

## Attachment E

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners Court order in accordance with Sec. 2256.005(d)(1-6) Government Code.

Safety of and Principle and Maintenance of Adequate Liquidity

Collin County is concerned about the return of its principle; therefore, safety of the principle is a primary objective in any investment transaction. Sec. 2256(b)2

The County's investment portfolio must be structured in conformance with an asset/liability management plan which provides liquidity necessary to pay obligations as they become due.

Diversification - Sec. 2256-005(b)3

It will be the policy of Collin County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

Yield - Sec. 2256-005(b)3

It will be the County's objective to earn the maximum rate of return allowed on its investments within the policy imposed by safety and liquidity objectives, investment strategies for each group of funds, and state and federal law governing investment of public funds.

Maturity - Sec. 2256-005(b)3

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the County is two years except for the Health Care Foundation and the General Fund, both limited to five years. Any other situations must be approved by Commissioner's Court.

County's Investment Officers Responsibility and Controls

In accordance with Chapter 2256 Sec. 2256.005, the Collin County Commissioners Court shall designate, by resolution, the County Auditor and Budget Director as investment officers to be jointly responsible for the investment of its funds as defined above.

The County Auditor shall prepare deposits, withdraw or transfer funds out of or into an investment pool, money market mutual fund, and depository to meet daily operational needs of the County. These transactions shall have approval of the County Judge, County Auditor and Budget Director. The governing body of the County retains ultimate responsibility of fiduciaries of the assets of the County. Section 2256.005(f) Government Code

## Attachment E

Investment Committee: The Investment Officers shall be members of the Investment Committee. Other members of the Investment Committee shall include two members of Commissioners Court, and the First Assistant County Auditor. The Investment Committee shall review the investment portfolio's status and performance, advise appropriate portfolio adjustments, monitor compliance with the Investment Policy and Investment Strategy Statement and perform other duties as necessary.

Training Requirements: The Investment Officers and members of the Investment Committee shall attend at least 10 hours of investment training within 12 months after appointment, or assuming duties; and, receive not less than once in a two year period and receive not less than 10 hours of instruction relating to investment responsibilities within a two year period thereafter. The training provider must be an independent source approved by the Commissioners' Court. Training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio, and compliance with this chapter. Section 2256.008, Government Code

If an investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County; the investment officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners Court in accordance with Government Code 2256.005(i)

### III. Investment Policies

#### Authorized Investments

The Collin County Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law (Government Code 2256);

1. Obligations including letters of credit of the United States or its agencies and instrumentalities; Section 2256.009(a)(1), Government Code
2. Direct obligation of this state or its agencies and instrumentalities; Section 2256.009(a)(2) Government Code
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principle and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities. Section 2256.009(a) (4), Government Code
5. Certificates of deposit issued by a state or national bank, a savings and loan associations domiciled in this state, or a state or federal credit union domiciled in this state and is:
  - a) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor,
  - b) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principle amount of the certificates, but excluding those mortgage backed securities of the nature described by section 2256.009(b),

## Attachment E

- c) secured by any other manner and amount provided by law for deposits of the investing entity,
  - d) solicited by bid orally, in writing, electronically, or any combination of these methods. Section 2256.005(c)(1-4) Government Code.
6. Fully collateralized repurchase agreements, as defined in the Public Funds Investment Act, Chapter 2256.011 (a) (1-4), (b), (c), and (d), Government Code, if they:
- a) have a defined termination date;
  - b) are secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and
  - c) requires the securities being purchased by the County to be pledged to the County, held in the County's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the county; and
  - d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by the County under the term of a reversed security repurchase agreement must mature not later than the expiration date stated in the reverse security repurchase agreement.

[The County will not enter into reverse repurchase agreements.]

- 7. Money market mutual funds regulated by the Securities and Exchange Commission and fully conform with Chapter 2256 Sections .014 and .016(b) and (c).
- 8. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) if the Commissioner's Court, by order, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

The County expressly allows money market mutual funds and eligible investment pools, authorized by the Commissioner's Court, to invest to the full extent permissible within the Public Funds Investment Act.

### Prohibited

The Collin County Investment Officers have no authority to use any of the following investment instruments which are strictly prohibited:

- 1. obligations whose payment represents the coupon payments on the outstanding principle balance of the underlying mortgage-backed security collateral and pays no principle;

## Attachment E

2. obligations whose payment represents the principle stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; Section 2256.9(b)(2) Government Code
3. collateralized mortgage obligations that have a stated final maturity date of greater than five (5) years; and the interest rate of which is determined by an index that adjust opposite to the changes in a market index. Section 2256.9(b)(3-4)

## IV. Investment Responsibility and Control

Investment Advisors and Providers

The Collin County Investment Officers shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the County's Investment Policy and the current Depository Bank contract:

1. depository bank;
2. other state or national banks or a savings and loan association or a state or federal credit union domiciled in Texas that are insured by FDIC;
3. TexPOOL and TexSTAR upon passage of a resolution by the Commissioners Court as well as the required Interlocal Agreement.
4. Government securities brokers and dealers approved by Commissioners Court. [See Attachment C - approved list of Agreement in Principle Candidates]
5. Money Market Mutual funds reviewed, and recommended by the Investment Committee and approved by Commissioners Court.

Qualifications of Approval of Broker/Dealers

Investment advisors and investment providers shall adhere to the spirit, philosophy and specific terms of this policy and shall invest within the same "Standard of Care."

In Accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment, including investment pools and Money Market Mutual Funds. The registered principle of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principle has:

1. received, reviewed and agree to adhere to the investment policy of the county;
2. acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization;
3. provide audited financial statements;
4. provide proof of National Association of Securities Dealers (NASD) certification;
5. provide proof of state registration and provide completed Broker/Dealer Request for Information (Attachment D).

Selected Investment Advisors and Investment Providers shall provide timely transaction confirmations and monthly activity reports.

The investment officers may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above according to Section 2256.006 Government Code. (See Attachment B.)

## Attachment E

Approval Process of Broker/Dealer

Upon meeting the requirements set out in Sec. 2256.005(k), any person offering to engage in an investment transaction with the county may present a written request to the investment committee to be presented to Commissioner's Court for approval. This request must contain the written instrument set out above.

Upon receipt of the request, the investment committee shall review the request and if appropriate present the request to Commissioner's Court for approval.

The list of approved brokers/dealers must be presented annually for re-approval by Commissioner's Court. Section 2256.025 Government Code.

Standards of Operation

The County Investment Officers shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

Delivery vs. Payment - Sec. 2256.005(b)(4)(E)

It is the policy of the County that all investments except TexSTAR and TexPOOL shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the county has received, through the Federal Reserve wire, the securities purchased.

A competitive bid process, utilizing a minimum of three bids (if available), will be used to place government security purchases. These bids may be solicited orally and will be subsequently documented in writing.

Audit Controls

The Collin County Investment Officers (if other than the County Auditor) will establish liaison with the Collin County Auditor in preparing investment forms to assist the County Auditor in accounting and audit control. The Investment Officers are subject to audit by the Collin County Auditors Office. In addition, the Collin County Commissioners Court, at a minimum, will have an annual financial audit of all county funds by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the county's established investment policies in accordance with 2256.005(m).

Standard of Care

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority, preservation and safety of principle; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made by taking into consideration: Section 2256.006, Government Code

## Attachment E

1. the investment of all funds, or funds under the county's control, over which the officers had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the county.

## V. Investment Reporting and Performance Evaluation

Reporting

In accordance with Government Code 2256.023, not less than quarterly, the investment officers shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period, the report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by each investment officer of the county;
4. contain a summary statement of each pooled fund group that states the:
  - a) beginning book and market value for the reporting period;
  - b) additions and changes to the book and market value during the period;
  - c) ending book and market value for the period of each pool fund group,
  - d) fully accrued interest for the period.
5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and the fund type invested;
6. state the maturity date of each separately invested asset that has a maturity date;
7. state the account or fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
  - a) the investment strategy expressed in the county's investment policy, and
  - b) relevant provisions of Chapter 2256.
9. County shall seek a third party independent pricing source to determine the value of the County's investment portfolio.

The County, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the County's Investment Policy and Investment Strategy Statements.

Notification of Investment Changes

It shall be the duty of the County Investment Officers of Collin County, Texas to notify the Collin County Commissioner's Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by the policy or not.

## VI. Investment Collateral and Safekeeping

Collateral or Insurance

## Attachment E

The Collin County Investment Officers shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current bank depository contract in one or more of the following manners:

1. FDIC insurance coverage,
2. Obligations of the United States or its agencies and instrumentalities,
3. As allowed under Government Code Chapter 2257 (Public Funds Collateral Act).

Safekeeping

All purchased securities shall be held in safekeeping by the county, or a county account in a third party financial institution with the Federal Reserve Bank or the Federal Home Loan Bank of Dallas.

All certificates of deposit purchased outside the depository bank shall be held in safekeeping by that institution in a county account and must be fully collateralized a 102 percent of face value.

All pledged securities by the depository bank shall be held in safekeeping by the county, or a county account in a third party financial institution with a Federal Reserve Bank, or the Federal Home Loan Bank of Dallas.

Investment Strategy by Fund

General Operating Funds - priority is placed on the preservation and safety of the principle - investment. Liquidity must be maintained to insure adequate access to meet operating requirements. Excess funds shall be invested in the types of investments authorized under this policy (Section III) to maximize earnings with emphasis on marketability. Maturity shall be selected based on meeting the maturity requirements set out for the portfolio. Diversification of investments shall be applied as specified in the general policy.

Debt Service Funds - priority is placed on the preservation and safety of the principle investment. Liquidity must be maintained to insure the ability to meet debt payment requirements. Investments shall only be made in the types of instruments authorized under this policy (Section III) to maximize earnings with emphasis on marketability. Maturities shall be selected to meet debt service requirements of the particular debt issue and meet the maturity requirements set out for the portfolio. Diversification of investments shall be applied as specified in the general policy.

Capital Project Bond Funds - priority is placed on the preservation and safety of the principle investment. Liquidity shall be maintained to meet expenditure requirements of the individual project while maximizing yield when possible. Investments shall only be made in the specific types of instruments authorized by this policy for bond funds with emphasis on marketability. Maturity and diversification shall be applied as specified in the appropriate sections of the general policy.

Special Revenue Funds - priority is placed on the preservation and safety of the principle investment. Liquidity shall be maintained to meet the expenditure requirements of the specific Special Revenue Fund. Excess funds shall be invested to maximize yield within the bounds of the instruments authorized by the general policy,

## Attachment E

with emphasis on marketability. Maturity and diversification shall be applied as specified in the appropriate sections of the general policy.

Trust and Agency Funds - priority is placed on the preservation and safety of the principle investment. Liquidity shall be maintained to meet the expenditure requirements of the specific trust or agency fund. Excess funds shall be invested to maximize yield within the bounds of the instruments authorized by the general policy with emphasis on marketability. Maturity and diversification shall be applied as specified in the appropriate sections of the general policy.

Internal Service Funds - priority is placed on the preservation and safety of the principle investment. Liquidity shall be maintained to meet the expenditure requirements of the specific internal service fund. Excess funds shall be invested to maximize yield within the bounds of the instruments authorized by the general policy with emphasis on marketability. Maturity and diversification shall be applied as specified in the appropriate sections of the general policy.

Revised: 02-16-2010

INVESTMENT POLICY 2010

**AFFIDAVIT OF COMPLIANCE**

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

**SIGNATURE FORM  
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

**COMPANY INFORMATION/PROFILE/REFERENCES**

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?       Yes       No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:  Yes  No

if "yes", what is that dollar increment or percentage?

**Company Profile: IS YOUR FIRM?**

Sole Proprietorship	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Limited Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Corporation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other <input type="text"/>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

List Legal Names in Company:

**List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.**

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?  Yes  No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror’s failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED “BIDDER/OFFEROR” IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

**For vendor or other person doing business with local governmental entity**

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p>    <p>Date Received</p>
<p><b>1</b> Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> <span style="position: absolute; top: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▲</span> <span style="position: absolute; bottom: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▼</span> </div> </div>	
<p><b>4</b> Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> <span style="position: absolute; top: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▲</span> <span style="position: absolute; bottom: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▼</span> </div> </div>	

Adopted 11/02/2005

**FORM CIQ**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**Page 2**

**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

**6**

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

## Question and Answers for Bid #02176-10 - County Depository

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.